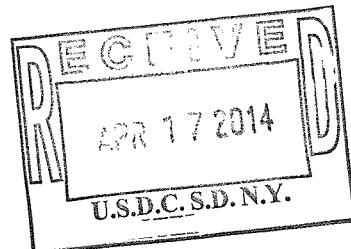


PROSTIN

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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C.H. ROBINSON INTERNATIONAL, INC.,  
Plaintiff,

ECF CASE

- v -

\_\_\_\_ Civ. \_\_\_\_

UNITED ARAB SHIPPING COMPANY, S.A.G.

Defendant.

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COMPLAINT

Plaintiff, by its attorneys, Mound Cotton Wollan & Greengrass, as and for its Complaint against defendant, United Arab Shipping Company S.A.G., alleges as follows:

1. This action involves admiralty and maritime claims within the meaning of Rule 9(h) with respect to carriage of the subject cargo by sea and falls within the Court's pendent, ancillary, and supplemental jurisdiction as to the remaining aspects of the claims. Plaintiff seeks recovery for cargo loss and damage caused by defendants' breaches of contract and torts.

2. Plaintiff C.H. Robinson International, Inc. is a corporation organized under the laws of Delaware with its principal place of business in Eden Prairie, Minnesota. This action is

also brought by and on behalf of the shippers, consignees, and owners of the cargo transported pursuant to bill of lading #HKHKG321230, dated March 12, 2013 and the holder of the subject bill of lading, as their interests may appear.

3. Defendant United Arab Shipping Company (S.A.G.) is believed to be a corporation organized under the laws of a foreign sovereign.

4. The Court has jurisdiction over the defendant, which conducts business in the State of New York and the United States as a whole within the meaning of and pursuant to Rule 4(k)(2) Federal Rules of Civil Procedure as a common carrier of cargo for hire. In addition, defendant's bill of lading includes a Southern District of New York forum selection clause.

5. This action involves nondelivery, shortage, loss and damage to the subject cargo shipment which was carried aboard the CMA CGM Florida, Voyage 815E described more fully in United Arab Shipping Company (S.A.G.) bill of lading annexed as Exhibit "A" and which is incorporated herein by reference.

6. The aforesaid nondelivery, shortage, loss, and damage was caused by (a) defendant's reckless and negligent failure to properly load, stow, carry, care for and deliver the subject cargo; and (b) the unseaworthiness of the carrying vessel; (c) defendant's fundamental breaches of, and material deviations from the governing carriage contract; and (d) defendant's failure to take adequate and proper steps to mitigate the losses after the initial damages occurred.

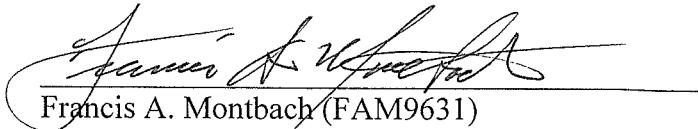
7. As a result of the aforesaid, defendant is liable to plaintiff as a common carrier, bailee and/or warehouseman for hire for damages in the amount of \$126,897.22.

8. Plaintiff sues on its own behalf and as agents and trustees for and on behalf of anyone else who may now have or hereafter acquire an interest in this action.

WHEREFORE, plaintiff demands judgment against the defendant in the amount of \$126,897.22 in addition to interest at the rate of 9% per annum and the costs of this action.

Dated: New York, New York  
April 17, 2014.

MOUND COTTON WOLLAN & GREENGRASS

  
\_\_\_\_\_  
Francis A. Montbach (FAM9631)  
Attorney for Plaintiff  
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(212) 804-4200

**EXHIBIT A**



BL NO HKHKG321230		***** Continuation of page 1		PAGE 2 / 2	
9. Marks and Nos. Container Nos;	10. Number and Kind of...Regs; Description of Goods	11. Gross Weight (kg)		12. Measurement (cbm)	
AMFU8479402 / 40 / HC / 1543549 / 2418 CARTON(S) / TW: 3780.000 KGS					
ABOVE CNTR. WEIGHT & CBM :16594.730 KGS 62.868 CBM					
UAUG5610889 / 40 / HC / 1543456 / 2418 CARTON(S) / TW: 3800.000 KGS					
ABOVE CNTR. WEIGHT & CBM :17772.300 KGS 62.868 CBM					

## SHIPPER'S LOAD AND COUNT

THE REFERENCES TO THE PURCHASE ORDER / LETTERS OF CREDIT / INVOICE NUMBERS ARE ONLY FOR THE PURPOSE OF THE IDENTITY OF THE CARGO AND THE CARRIERS ARE NOT PRIVY TO THE DOCUMENTS AND THE VALUE OF THE CARGO IS NOT DISCLOSED TO THE CARRIERS. THE SHIPPER / CONSIGNEE AGREE THAT THESE REFERENCES DO NOT AFFECT THE CARRIERS' RIGHT TO LIMIT THEIR LIABILITY.

## FREIGHT AS ARRANGED

\*\*\*\*\* END OF BILL OF LADING HKHKG321230 \*\*\*\*\*